

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ (Contractor), hereinafter called the Principal, and _____
_____ (Surety), a corporation licensed under the laws of the State of
Montana, hereinafter called the Surety, are held and firmly bound unto the State of Montana in the full and just sum
of _____ **AND NO/100 DOLLARS (\$**
.00), be paid to the State of Montana or its assigns, to which payment we bind ourselves, heirs, executors,
administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of Montana, acting by and through its
Director, Department of Administration, dated _____ for _____
_____ (Project) AND

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond be
executed:

NOW, THEREFORE, the conditions of this obligation are such that if the Principal as Contractor shall duly and
promptly pay all laborers, mechanics, subcontractors and material men who perform work or furnish material under the
contract and all persons who shall supply him or the subcontractor with materials, services, bonds and insurance for the
carrying on of the work, then this obligation shall be void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the contract,
unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more
than 10%.

FOR STATE USE ONLY:

Surety is licensed in MT: _____

Date verified: _____

Verified by: _____

Contractor: _____

Signature _____

Date _____

Surety: _____

Date _____

By: _____

Attorney-in-fact (Seal and Signature) _____

Agency _____

Address _____